

Tips and Tricks for Writing MHBG Grant/Contract Agreements

Overview: The Statement of Work (SOW) and its accompanying performance measures set the parameters for which grantees and contractors will perform work funded by Vermont’s Mental Health Block Grant (MHBG). Writing a clear SOW with well-defined goals, deliverables, and performance measures will improve grant and contract outcomes and provide clear guardrails for grantee and contractor compliance.

Purpose: This document provides tips and tricks that build upon the guidance contained in Vermont’s Agency of Administration (AOA) [Bulletin 3.5](#) (Procurement and Contracting Procedures) and AOA [Bulletin 5](#) (Policy for Grant Issuing and Monitoring). This document and the tables below are intended for DMH MHBG Project Managers (PMs), who bear the primary responsibility for writing the SOW and provide suggested considerations to assist in the drafting process.

<p>Need Statement & Goals: For Contracts, the Need Statement and Agreement Goals are recommended SOW sections per Vermont’s AOA Bulletin 3.5. While not required for grants, we recommend including these sections to clearly state the high-level goals of the grant/contract and establish that services and work delivered under these agreements must comply with MHBG laws and regulations. Suggestions for this section include:</p>	
DO	DON'T
Reference how the contract/grant provides services and resources for adults <i>diagnosed</i> with a Serious Mental Illness (SMI) or children <i>diagnosed</i> with a serious emotional disturbance (SED), as is required under the MHBG law .	Detail specific task information in the Need Statement and Goals section.
Document several high-level goals of the grant/contract that provide context for SOW tasks, deliverables, and performance measures.	Include goals that cannot be logically mapped to the statutory requirement to support those with a SMI/SED diagnosis.

<p>Tasks: Consistent with AOA guidelines, SOWs should outline the programmatic and administration tasks for contracts and grants. Strong documentation of tasks requires balancing providing specificity to ensure key obligations are met, while still providing flexibility to cover ancillary activities needed to accomplish the objectives of the agreement. Below are considerations for drafting the tasks in a SOW:</p>	
<p>Task Clarity - Minimizing ambiguity is important. Using clear language wherever possible allows for better agreement enforceability and easier administration of the grant and contract. Suggestions include:</p>	
DO	DON'T
Use clear language that avoids ambiguity. For example, using “shall/should” when documenting requirements and tasks or using “included, but not limited to...” if there is a list of known tasks but also a need to leave ambiguity for future-defined tasks.	Use confusing or non-binding language in the agreement. A common mistake is using “may” which does not firmly require a contractor/grantee to perform a task or deliverable – but only recognizes that they <i>can</i> do so.
Include all requirements, tasks, and deliverables that you want the contractor or grantee to provide under the Agreement. These Agreement are the legally binding documents DMH relies upon for ensuring performance. It is difficult and sometimes impossible to add additional obligations after the Agreement is signed.	Provide unnecessary information in the SOW that could be provided as a separate attachment. Specifically, information that provides suggestions or that is non-binding in nature should not be included in the SOW. For example, prior MHBG agreements have included program guidelines, which obscured critical task information and led to confusion.
Emphasize clarity and brevity in your contractual language. Including unnecessary information is more likely to create confusion.	Omit key tasks due to minor uncertainties (e.g., form, frequency, etc.). Anything that is not included in the SOW will not be enforceable under the agreement.

Allowability Under MHBG Statute - The scope of the grant or contract, and the tasks and deliverables it authorizes, serve a critical role in DMH’s ability to comply with the MHBG laws and regulations. Suggestions below provide guidance on how to keep the contract/grant compliant with program parameters.	
DO	DON'T
Clearly state how the agreement tasks deliver services to adults <i>diagnosed</i> with an SMI or children <i>diagnosed</i> with an SED. Because your proposal was approved, the DMH Quality Team has determined the project supports individuals with SMI/SED, but the agreement needs to make that linkage clear.	Include ancillary tasks that describe services/work that do not apply to those living with SMI/SED. General Rule: It is acceptable if other populations benefit from the work so long as such benefit is incidental to the provision of resources to those diagnosed with an SED or SMI.
For recipients performing activities both within and outside of the scope of the MHBG allowable uses, clearly establish which activities are allowable under this specific agreement and, if necessary, clearly note activities the funds cannot be used for.	Generalize the targeted community or client base if the SMI/SED linkage has not already been established in the grant/contract.

Performance Measures: Performance measures are necessary to determine whether the work performed under an agreement adequately achieved its intended goals and objectives. Suggestions include:	
DO	DON'T
Consider how each performance measure will be evaluated and by whom. Measures that require the grantee or contractor to collect data should expressly state this responsibility in the agreement.	Use measures that cannot be reasonably tied to the desired goals of the agreement or explain how the funded initiative improves care for those with SMI/SED. <u>Exception:</u> The measure of number of people or clients served should be present in all grants and contracts as this is a required metric.
Consider how performance measure(s) should be tied to deliverable acceptance and, by extension, payment. PMs should consider including performance measures that define the minimum acceptable quality required to accept a deliverable.	Wait until after the signing of the contract or grant agreement to determine performance measures, as such measures will likely not be enforceable without amending the agreement.
Engage grantees in determining appropriate metrics (in the case of contractors, you can have bidders propose metrics as part of the bid/evaluation process). Your grantees/contractors may have a better sense of what metrics are measurable and feasible to collect due to them being closely in this type of work.	Include measures where the manner of measurement (e.g., data collection, analytic plans, etc.) or reasonableness of success is uncertain.
Type of Measures – When considering measures to include in the agreement, consider the five types of measures below and which would be most effective for the specific scope and tasks of your grant or contract.	
Measure Type	Description
Output Measures	Measures the quantity of output done under the contract (trainings delivered, clients seen, hours of therapy delivered). The benefits of these measures are that they are quantifiable and usually easily captured.
Satisfaction Measures	For services and deliverables that have a defined stakeholder-group(s) satisfaction, measures like surveys and interviews can collect both quantitative and qualitative data on the satisfaction of these stakeholder groups depending on how they are designed.
Outcome Measures	Measures how funding impacted its core objectives. For example, measuring wait time reductions across a region for a grant aimed at expanding clinician capacity. Outcome measures can be harder to collect and sometimes lack a direct cause-and-effect relationship but are often the most effective at assessing impact.
Schedule Measures	Measuring delivery against schedule can be effective when speed of delivery has a clear impact on the value of the work performed under an agreement.
Efficiency Measures	Comparing the output or outcomes of an agreement as a ratio against funding. For example, cost per session. These measures should be used in cases where there are clear benchmarks against which efficiency measures can be compared.

<p>Deliverables: Deliverables are the end results or ‘take-aways’ that contract and grant recipients are obligated to provide in return for DMH MHBG funding. Therefore, providing adequate description of the agreement deliverables is critical to ensuring Vermonters receive the expected value from funded projects. Strong deliverables should be written clearly and should be measurable. Suggestions for deliverables include:</p>	
DO	DON'T
<p>Provide specific, measurable, achievable, relevant, and time-bound expectations for each deliverable. Where possible, quantify expectations or establish expected standards.</p> <p>In addition to providing clear timelines for deliverables, include, where possible, interim or draft deliverables so PMs can better oversee and manage progress.</p>	<p>Avoid including deliverables due to uncertainty. Often, certain aspects of a deliverable(s) will be unknown at the time of agreement drafting. In such cases, requirements that are known should be documented, and flexible language can be used to address uncertain elements. Clauses like “...to be determined by mutual agreement of the parties” and “delivered no later than...” can help balance creating specificity while allowing for necessary flexibility.</p>
<p>Include key meetings and progress reports in the list of deliverables to establish communication expectations with grant and contract recipients.</p>	<p>Forget to document service-related deliverables. Even if a deliverable does not result in documentary evidence (e.g., meetings, clients seen, trainings delivered, etc.), it is important that all definable deliverables are included in the grant/contract.</p>
<p>Deliverable Examples: The below example illustrates a few of these above tips:</p>	
STRONG DELIVERABLES	WEAK DELIVERABLES
<p>Conduct a study of 200+ clinicians and clients, using methodologies mutually agreed upon between the parties, to assess SMI needs in Vermont.</p> <p>Issue a comprehensive report on the research study that, at a minimum, addresses outpatient care, community resources, and peer support options. The report shall be delivered in PDF format and shall be free of material errors.</p> <p>Conduct bi-weekly status meeting with DMH PM and leadership to update Vermont on key progress, risks, and schedule impacts.</p>	<p>Conduct survey-based research on SMI needs in Vermont.</p> <p>Issue a research report on SMI needs in Vermont.</p> <p>Hold periodic status update meetings with DMH stakeholder groups.</p>

Authorities and References: The MHBG grant and contract drafting process is governed by the following laws and policies:

- [Part B, Subparts I and III of Title XIX of the Public Health Service Act](#)
- [Vermont AoA Bulletin 3.5 \(Procurement and Contracting Procedures\)](#)
- [Vermont AoA Bulletin 5 \(Policy for Grant Issuing and Monitoring\)](#)